

A.G. Contract No.: KR04-1724TRN
ADOT ECS File No.: 04-001
Project No.: H 643301C
Section: SR-260 @ Gila County Yard
TRACS No.: H643301C
Budget Source Item No.: 73306

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY, ARIZONA

THIS AGREEMENT is entered into May 12, 2005
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and GILA COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State and the County desire to design and construct an eastbound left-turn lane and a westbound right-turn lane at the Intersection of State Route (SR) 260 at Gila County Road Milepost (MP) MP 257 for the safety and benefit of the traveling public. The total cost for the design and construction of these improvements to SR 260 is currently estimated at \$371,823.00, such work being hereinafter referred to as the "Project". The parties agree the State shall be the lead agency for the Project.

4. The parties hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; b) The parties shall perform their responsibilities consistent with this Agreement; and c) Any change or modification to the Project will only occur with the mutual written consent of the parties.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27514
Filed with the Secretary of State
Date Filed: 05/12/05

Janice K. Brewer
Secretary of State

By: Dwight D. Graenewald

II. SCOPE OF WORK

1. The State shall:

- a. Review the design documents and provide comments.
- b. Advertise for bids and, with the concurrence of the County, award one or more construction contract(s) for the Project. Confer with the County on any Project-related construction contract modifications, and be responsible for its proportionate share of the same, as well as any contractor claims for additional compensation due to delays attributable to the State.
- c. After bid advertisement and prior to bid opening, invoice the County for the County's proportionate share of fifty-percent (50%) of the total cost of the Project. The County's proportionate share is currently estimated at \$185,912.00.
- d. Be responsible for fifty-percent (50%) of the Project's total construction cost for the intersection improvement of State Route (SR) 260 at Gila County Road Milepost (MP) MP 257. The State's proportionate share is currently estimated at \$185,912.00.
- e. Upon completion, provide maintenance to the Project *inside* the State right-of-way.

2. The County shall:

- a. Prepare and provide to State standard, the design plans, specifications and other such documents and services required for construction bidding and construction for the Project.
- b. Incorporate State comments into the design.
- c. Be responsible for fifty-percent (50%) of the Project's total construction cost for the intersection improvement of State Route (SR) 260 at Gila County Road Milepost (MP) MP 257. The County's proportionate share is currently estimated at \$185,912.00.
- d. After bid advertising and prior to bid opening, pay the State for its proportionate share of fifty-percent (50%) of the total cost of the Project within twenty (20) days of receipt of invoice. The County's proportionate share is currently estimated at \$185,912.00.
- e. Be responsible for any contractor claims for additional compensation due to Project delays attributable to the County.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of the scope of work requested by the County. Such changes require the prior approval of the State.
- g. Be responsible, should the County withdraw its proposed plans for whatever reason, for all costs incurred by the State up to the time of withdrawal, unless the reason for the County cancellation is due to the State's failure to comply with its obligations herein.
- h. Upon completion, provide maintenance *outside* the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the County for the vicarious liability of the State as a result of entering into this Agreement. The County assumes full responsibility for the design, plans and specifications, and reports in association with the Project work provided for herein. Each party to this contract is responsible for its own negligence.

2. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Project and reimbursements provided for herein. However, any provisions herein for maintenance provided by the County shall be perpetual and may be canceled at any time prior to the award of a Project construction contract upon thirty (30) days written notice to the other party. It is understood and agreed to that in the event the County terminates this Agreement, or fails to budget for the proper and perpetual maintenance set forth in this Agreement, the State shall in no way be obligated to maintain said Project.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

6. In the event of any controversy that may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. Non-Discrimination: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue, MD 616E
Phoenix, AZ 85007

Gila County
Public Works Director
1400 East Ash Street
Globe, AZ 85501

10. Pursuant to Arizona Revised Statutes Section 11-952(D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

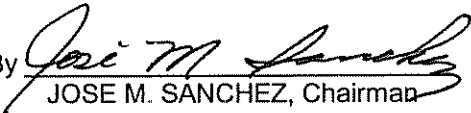
[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GILA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By 
JOSE M. SANCHEZ, Chairman
Board of Supervisors

By 
DOUG A. FORSTIE, P.E.
Deputy State Engineer

ATTEST

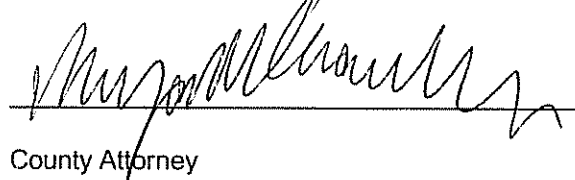
By 
JOHN F. NELSON
Clerk of the Board

Re: JPA 04-001

APPROVAL OF THE ATTORNEY

I have reviewed the above-referenced Intergovernmental Agreement between the STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and GILA COUNTY acting by and through its BOARD OF SUPERVISORS, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to GILA COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 19th day of January, 2005.


County Attorney

When recorded,
return to:
Marian Sheppard, BOS

RESOLUTION

No. 05-02-01

Resolution authorizing the Gila County Board of Supervisors to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. JPA 04-001 for design and construction of an eastbound left-turn lane and a westbound right-turn lane into the Star Valley Maintenance Yard on Arizona State Route 260 at MP 257

WHEREAS, the parties have entered into the above described IGA Intergovernmental Agreement, and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

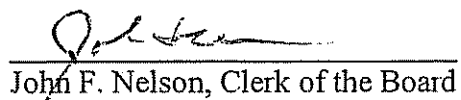
NOW, THEREFORE, BE IT RESOLVED that Gila County Board of Supervisors authorizes the chairman Jose M. Sanchez to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. JPA 04-001 for design and construction of an eastbound left-turn lane and a westbound right-turn lane into the Star Valley Maintenance Yard on Arizona State Route 260 at MP 257 and authorizes him to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 1st day of February, 2005.

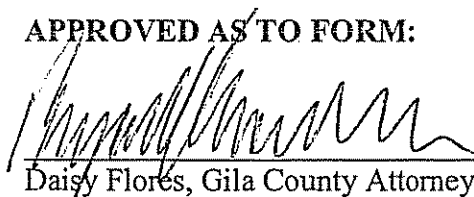
GILA COUNTY BOARD OF SUPERVISORS:


Jose M. Sanchez, Chairman of the Board

ATTEST:


John F. Nelson, Clerk of the Board

APPROVED AS TO FORM:


Daisy Flores, Gila County Attorney





OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL


INTERAGENCY SERVICE AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1724TRN (**JPA 04-001**), an Agreement between public agencies, i.e., *The State of Arizona* and *Gila County, Arizona*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 5, 2005

TERRY GODDARD
Attorney General



Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
903839